BILL NO. S-82-10-03

SPECIAL ORDINANCE NO. S-189-82

AN ORDINANCE approving a Contract between the City of Fort Wayne and Miller-Davis Company for the construction of the Civic Center Parking Garage, Phase II, in connection with the Board of Public Works.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain Contract dated September 17, 1982, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Miller-Davis Company, for:

> the complete construction of a new Civic Center Parking Garage - Phase II, for the City of Fort Wayne, located on the North side of Jefferson Street between Calhoun and Clinton Streets;

involving a total cost of Two Million Five Hundred Eighty-Eight Thousand Four Hundred and No/100 Dollars ($2,588,400.00), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved. Two copies of said Contract are on file in the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Mark C. Gabrielson
Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Gia Quinta, seconded by [illegible], and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) ~~and Public~~ Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19__, at _____ o'clock ___.M.,E.S.T.

DATE: 10-12-82.

Charles W. Westerman for
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Gia Quinta, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	7	1	1		
BRADBURY	X				
BURNS		X			
EISBART	X				
GiaQUINTA	X				
SCHMIDT			X		
SCHOMBURG	X				
SCRUGGS	X				
STIER	X				
TALARICO	X				

DATE: 10-26-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (GENERAL) (ANNEXATION) (SPECIAL) (~~APPROPRIATION~~) ORDINANCE (~~RESOLUTION~~) NO. G-189-82

on the 26th day of October, 19 82.

ATTEST: (SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of October, 19 82, at the hour of 11:30 o'clock A.M.,E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 29th day of October 19 82, at the hour of 11 o'clock A.M.,E.S.T.

Win Moses Jr.
WIN MOSES, JR. - MAYOR

Hold until 10/26/82

BILL NO. S-82-10-03

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON Finance TO WHOM WAS REFERRED AN ORDINANCE approving a Contract between the City of Fort Wayne and Miller-Davis Company for the construction of the Civic Center Parking Grage, Phase II, in connection with the Board of Public Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

MARK E. GiaQUINTA, CHAIRMAN	Mark E. GiaQuinta
PAUL M. BURNS, VICE CHAIRMAN	
JAMES S. STIER	J. S. Stier
VICTURE L. SCRUGGS	Victure Scruggs
DONALD J. SCHMIDT	

10-26-82

CONCURRED IN
DATE _____ CHARLES W. WESTMAN, CITY CLERK

CONTRACT

THIS CONTRACT made and entered into in triplicate this 17th day of September, 1982 by and between MILLER-DAVIS COMPANY, herein called CONTRACTOR, and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works, herein called OWNER.

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1 - SCOPE OF WORK

The complete construction of a new Civic Center Parking Garage - Phase II for the City of Fort Wayne, located on the North side of Jefferson Street between Calhoun and Clinton Streets.

ARTICLE 2 - THE CONTRACT SUM - $2,588,400.00

The Owner shall pay the Contractor for the performance of the contract the sum of Two Million, Five Hundred Eighty-Eight Thousand, Four Hundred Dollars. In the event the amount of work is increased or decreased by the Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's proposal.

		Additional Work	Deleted Work
1)	Excavation	$6.00/yd.^{3}	$5.00/yd.^{3}
2)	Compacted Backfill	$11.00/yd.^{3}	$9.00/yd.^{3}
3)	Concrete	$200.00/yd.^{3}	$50.00/yd.^{3}
4)	Reinforcing Steel	$ 0.45 lb.	$ 0.15 lb.

The Owner reserves the right to incorporate any or all of the alternate bids into the construction program and contract for a period of forty-five (45) consecutive calendar days after the contract date.

ARTICLE 3 - PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by the Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved by the Architect, less the aggregate of previous payments, will be paid by the Owner to the Contractor.

(Article 3 - Progress Payments continued)

The Owner shall place all retained contractor earned money in an interest earning account subject to contractor's approval. The Owner and Contractor shall form an escrow agreement.

When the project reaches the 50% completion stage, and the work has been promptly and properly executed, the Owner, at his option, can waive the retainage requirement for the remainder of the project.

ARTICLE 4 - ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed and a final Certificate for Payment has been issued by the Architect.

ARTICLE 5 - WORKMEN'S COMPENSATION ACT

The Contractor shall furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person out of any act or doing of the Contractor, of its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidential injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against the Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that the Contractor indemnify and hold harmless City in the premises.

ARTICLE 6 - NON-DISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12, 1978, a copy of which Section is attached and incorporated herein and made a part hereof.

ARTICLE 7 - PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provision of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, or the Federal Wage Scale published by the United States Department of Labor pursuant to provisions of the Davis-Bacon Act, whichever is the highest.

ARTICLE 8 - COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

A) Advertisement for Bids
B) Instructions to Bidders
C) Contractor's Proposal
D) Specifications, Conditions and Plans
E) Workmen's Compensation Act (I.C. 22-3-2-1)
F) Non Discrimination of Labor General Ordinance No. G-34-78 (as amended)
G) Prevailing Wage Scales
H) Performance Bond
I) Labor and Material Payment Bond
J) Comprehensive Liability Insurance Coverage
K) Certificate of Compliance Clean Air Act of 1970
L) Equal Employment Opportunity Affirmative Action Program
M) Section 3 Housing and Urban Development Act of 1968
N) Certificate of Non-segregated Facilities
O) Federal Labor Standards.

ARTICLE 9 - INDEMNITY

The Contractor shall furnish to the Owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to the Owner showing Personal Injury and Property Damage Insurance in force issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division 1, Section 7.2.2.

ARTICLE 10 - COMPLETION DATE (August 31, 1983)

The Contractor agrees to complete the work specified in the within Contract in 347 consecutive calendar days after having been ordered by the Owner to commence work under this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

MILLER-DAVIS COMPANY
Contractor

By: _____
B.J. Yelton, President

BY: _____
Philip C. Jones

CITY OF FORT WAYNE, INDIANA

By: _____
Win Moses, Jr., Mayor

BOARD OF PUBLIC WORKS

By: _____
Stephan A. Bailey

By: _____
Roberta A. Staten

By: _____
Betty R. Collins

ATTEST:

_____
Sandra Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
ASSOCIATE CITY ATTORNEY

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that *MILLER-DAVIS COMPANY*
(Here insert full name and address or legal title of Contractor)
1029 Portage Street
Kalamazoo, Michigan 49003

as Principal, hereinafter called Contractor, and, *UNITED STATES FIDELITY AND GUARANTY COMPANY*
(Here insert full name and address or legal title of Surety)
170 West Jackson Boulevard
Chicago, Illinois 60604

as Surety, hereinafter called Surety, are held and firmly bound unto *CITY OF FORT WAYNE, INDIANA*
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of *TWO MILLION FIVE HUNDRED EIGHTY EIGHT THOUSAND FOUR HUNDRED AND NO/100*----------Dollars ($ *2,588,400.00*-----),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated *September 17* 19 *82*, entered into a contract with Owner for
Civic Center Parking Garage Phase II, Fort Wayne, Indiana.
Project No. 06-01-01828

in accordance with Drawings and Specifications prepared by *Gibson, Tourmey, Kim, Inc.*
(Here insert full name and address or legal title of Architect)
Fort Wayne, Indiana

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

The said surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or specifications.

Signed and sealed this *24th* day of *September* 19*82*

D. A. Carnody
(Witness)

MILLER-DAVIS COMPANY
(Principal) (Seal)

B. J. Miller
(Title)

(Witness)

UNITED STATES FIDELITY AND GUARANTY COMPANY
(Surety) (Seal)

Mary D. Shaver
(Title)

Mary D. Shaver *Attorney in Fact*

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that *MILLER-DAVIS COMPANY*
1029 Portage Street
Kalamazoo, Michigan 49003
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

UNITED STATES FIDELITY AND GUARANTY COMPANY
(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto *CITY OF FORT WAYNE, INDIANA*
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of *TWO MILLION FIVE HUNDRED EIGHTY EIGHT THOUSAND FOUR HUNDRED AND NO/100------*
(Here insert a sum equal to at least one-half of the contract price) Dollars ($*2,588,400.00-----*), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated *September 17* 19*82*, entered into a contract with Owner for *Civic Center Parking Garage Phase II, Fort Wayne, Indiana.*
Project No. 06-01-01823

in accordance with Drawings and Specifications prepared by *Gibson, Tourmey, Kim, Inc.*
Fort Wayne, Indiana
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 24th day of September 19 82

D A Carmody
(Witness)

MILLER-DAVIS COMPANY
(Principal) (Seal)

B H Miller
(Title)

(Witness)

UNITED STATES FIDELITY AND GUARANTY COMPANY
(Surety) (Seal)

Mary D. Shaver
Mary D. Shaver (Title) Attorney in Fact

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 92088

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint James Scheer, Sue Kuby, Ernest D. Smith, Ann H. Scheer and Mary D. Shaver

of the City of LaGrange, State of Illinois its true and lawful attorney s in and for the State of Illinois

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF Illinois
COUNTY OR CITY OF Cook } ss:

Before me, a Notary Public, personally came Mary D. Shaver known to me, and known to be the Attorney-in-Fact of United States Fidelity and Guaranty Company, a Maryland Corporation, which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said United States Fidelity and Guaranty Company were affixed by order and authority of said Company's Board of Directors, and that the execution of the attached bond is the free act and deed of United States Fidelity and Guaranty Company.

Given under my hand and seal this 24th day of September, 1982.

Virginia M. Barsky
Notary Public.

My Commission expires June 11, 1983.

Jud. 876 (9-57)

COMPANY and Michael P. Hammond, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said J. D. Rector and Michael P. Hammond were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19 82.

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND
BALTIMORE CITY, } Sct.

I, Charles W. Mackey, Jr., Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 31st day of July, A. D. 19 81

(SEAL) (Signed) Charles W. Mackey, Jr.
Clerk of the Superior Court of Baltimore City.

FS 3 (6-77)

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsover, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, Richard Calder, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to James Scheer, Sue Kuby, Ernest D. Smith, Ann H. Scheer and Mary D. Shaver

of LaGrange, Illinois, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on September 24, 1982
(Date)

Assistant Secretary.

TITLE OF ORDINANCE Contract for Civic Center Parking Garage, Phase II with Miller-Dav Company.

DEPARTMENT REQUESTING ORDINANCE Board of Public Works A-82-10-03

SYNOPSIS OF ORDINANCE To complete construction of a new Civic Center Parking Garage - Phase II for the City of Fort Wayne, located on the North side of Jefferson Street between Calhoun & Clinton Street. The low bidder was Miller-Davis Company.

PRIOR APPROVAL WAS OBTAINED ON OCTOBER 5, 1982.

EFFECT OF PASSAGE Sign contracts so construction of Civic Center Parking Garage, Phase II can begin.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $2,588,400.00

ASSIGNED TO COMMITTEE

URBAN RENEWAL PLAN

CIVIC CENTER RENEWAL PROJECT

AMENDMENT No. 3

FORT WAYNE, INDIANA

FORT WAYNE
REDEVELOPMENT
COMMISSION

CIVIC CENTER RENEWAL PROJECT

URBAN RENEWAL PLAN

Prepared for the

Fort Wayne Redevelopment Commission

By

Raymond, Parish, Pine & Weiner, Inc.

Planning and Community Development Consultants

Adopted: August 1, 1977

Amended: December 19, 1980, June 21, 1982, October 7, 1982

TABLE OF CONTENTS

A. DESCRIPTION OF PROJECT AREA

The Civic Center Renewal Project is bounded generally as follows and as depicted on Map No. 1, Project Boundary:

BEGINNING at the point of intersection of the northerly right-of-way line of Washington Boulevard and the easterly right-of-way line of Clinton Street;

Thence northerly along the easterly right-of-way line of Clinton Street to the northerly right-of-way line of the east-west alley running from Clinton Street to Barr Street;

Thence easterly along the northerly right-of-way line of the east-west alley running from Clinton Street to Barr Street for a distance of approximately 235 feet;

Thence northerly along a line parallel to the easterly right-of-way line of Clinton Street for a distance of approximately 150 feet to the southerly right-of-way line of Wayne Street;

Thence easterly along the southerly right-of-way line of Wayne Street to the easterly right-of-way line of Barr Street;

Thence northerly along the easterly right-of-way line of Barr Street to the southerly right-of-way line of the east-west alley running from Barr Street to Lafayette Street;

Thence westerly along the southerly right-of-way line of the east-west alley running from Barr Street to Lafayette Street to the easterly right-of-way line of Barr Street;

Thence northerly along the easterly right-of-way line of Barr Street to the northerly right-of-way line of Main Street;

Thence westerly along the northerly right-of-way line of Main Street to the extension of the easterly right-of-way line of the north-south alley running from Berry Street to Main Street;

Thence southerly along the extension of the easterly right-of-way line of the north-south alley running from Berry Street to Main Street and along the easterly right-of-way line of the north-south alley running from Berry Street to Main Street to the northerly right-of-way line of Berry Street;

Thence westerly along the northerly right-of-way line of Berry Street to the westerly right-of-way line of Clinton Street;

Thence southerly along the westerly right-of-way line of Clinton Street to the northerly right-of-way line of Wayne Street;

Thence westerly along the northerly right-of-way line of Wayne Street to the westerly right-of-way line of Harrison Street;

Thence southerly along the westerly right-of-way line of Harrison Street to the southerly right-of-way line of Lewis Street;

Thence easterly along the southerly right-of-way line of Lewis Street to the easterly right-of-way line of Calhoun Street;

Thence northerly along the easterly right-of-way line of Calhoun Street to the southerly right-of-way line of Jefferson Boulevard;

Thence easterly along the southerly right-of-way line of Jefferson Boulevard to the easterly right-of-way line of Clinton Street;

Thence northerly along the easterly right-of-way line of Clinton Street to the POINT OF BEGINNING.

B. STATEMENT OF PROJECT OBJECTIVES

1. General Objectives

a. To enhance the downtown core area through the development of a multi-use complex of civic and related facilities in accord with the Downtown Concept Plan endorsed by the City Council and Redevelopment Commission.

b. To support existing and proposed downtown development by generating new activities, particularly in the evenings and on weekends, necessary parking and other related facilities.

c. To encourage rehabilitation of adjacent areas.

d. To remove blighting influences and substandard, obsolete structures which adversely affect downtown development opportunities.

e. To promote attractive, efficient development in accord with the total development program for downtown.

f. To provide improved pedestrian and vehicular circulation, adequate off-street parking and loading facilities, and better relationship to mass transit.

2. Specific Design Objectives

a. To develop a civic and convention center on the block bounded by Harrison, Washington, Calhoun and Jefferson Streets, including banquet, exhibition and meeting facilities with direct physical and functional connections to an adjacent hotel, the Embassy Theatre and off-street parking.

b. To rehabilitate and restore the Embassy Theatre - a structure listed on the National Register of Historic Places - and to rehabilitate and adapt for compatible uses the attached structure, the former Indiana Hotel.

c. To provide direct all-weather pedestrian connections between the various uses within the project as well as to new and existing uses in adjacent blocks.

d. To design and develop buildings, plazas, parks and related open space in the Project Area that are attractive to both users and passers-by and that

are carefully woven into the entire downtown fabric.

e. To transform the block bounded by Washington Boulevard and Wayne, Calhoun and Harrison Streets into a specialty retail area utilizing the block's alleys as design elements tieing the various uses together and encouraging the use of upper level floor space.

f. To encourage the reoccupancy of the former Ayres building with uses which will reinforce the downtown's office and retail sectors.

C. URBAN RENEWAL TECHNIQUES TO BE USED

1. Acquisition and Clearance

Conditions and reasons under which properties may be acquired and cleared are as follows:

a. To remove buildings with major deficiencies which are substandard, warranting clearance.

b. To remove buildings with minor deficiencies in order to effectively remove blighting influences which include the following:

(1) Incompatible land uses or land use relationships.

(2) Overcrowding of structures on parcels.

(3) Obsolete buildings not suitable for conversion.

c. To provide adequate sites for development, in accordance with the stated design criteria, to meet the goals and objectives of the overall plans for the area.

d. To enable necessary public improvements to be made, in accordance with the overall plans for the area.

e. The real property to be acquired for clearance is shown on the Land Acquisition Plan (Map No. 2).

2. Rehabilitation

Only one structure in Blocks 1-5 is proposed to be rehabilitated under the plan - the Embassy Theatre and attached building on the southeast corner of Harrison Street and Jefferson Boulevard. Rehabilitation shall be carried out in accord with all applicable codes and ordinances of the City of Fort Wayne and shall be appropriate to the historic and architectural significance of the structure. Reuse of the attached former Indiana Hotel shall be encouraged which complements the functions of the Embassy Theatre and other components of the civic center area.

In Block 6, 12 of the 20 structures are rated as substandard and are proposed to be rehabilitated. Moreover, those structures not in need of rehabilitation to bring them up to standard may be

improved so as to facilitate coordination with the proposed Alley Mall. In Block 8, the former Ayres building will be renovated for a combination of retail and office uses.

Other structures proposed to remain in the Project Area are either standard or are proposed for removal by their owners. The properties to be removed by action of their owners are parcels 5-2, 5-5, 5-6a and 5-6b. Parcel 5-4 is standard and conforms to plan standards as is Parcel 5-1 which is newly constructed. It is the intent of this Plan for all structures in the Project Area to meet all applicable codes and ordinances of the City of Fort Wayne.

3. Acquisition Policies

The Redevelopment Commission will follow the Land Acquisition Procedure set forth in the Redevelopment of Cities and Towns Act of 1953. This Act provides for the acquisition of land by the Redevelopment Commission through the exercise of the power of eminent domain should that be deemed necessary by the Commission.

4. Relocation Policies

All relocation benefits and services will be provided in accordance with the Uniform Relocation and Acquisition Policies Act of 1970.

5. Leasing

In order to facilitate implementation of actions which will meet the objectives of this Plan, the Redevelopment Commission may lease property it has acquired to private or public entities. The Redevelopment Commission will follow the procedures for leasing of real property described in Section 36-7-14-22 of the Indiana Code.

6. Acquisition of Easements

Where necessary to carry out this Plan, the Redevelopment Commission may acquire easements permitting the installation, relocation or attachment of public utilities or improvements on property which the Commission does not own.

7. Project Improvements

The provision of public improvements in the Project Area will be undertaken as required to accommodate new development and enhance the function and appearance of the Project Area. Such improvements will include, but not be limited to the following:

a. Relocation of Existing Utilities

Existing utilities (public and private) will be relocated when necessary to achieve project objectives. All utility relocation shall be

b. New Utilities

When necessary to serve new or existing uses, new utilities will be provided. Any such new utilities shall be underground, where feasible, or otherwise below pedestrian levels.

c. Streets and Sidewalks

New sidewalks, street trees and landscaped areas will be provided throughout the Project Area with particular emphasis on creating pedestrian amenities on Calhoun Street. Streets will be rebuilt or repaved as necessary.

d. Parking Garages

One or more parking garages will be provided to meet the needs of new and existing uses within the Project Area as well as new or existing uses adjacent to the Project Area. The size of the garage(s) will be based on present and future needs of all uses within the service area.

e. Parks, Plazas and Pedestrian Bridges

Based on final plans for buildings within the Project Area, parks and plazas will be developed to provide open space, areas for pedestrians to congregate and appropriate settings for the various buildings. Development of second level pedestrian bridges will be encouraged to connect parking garages to buildings and buildings to each

pedestrian bridges will be encouraged to connect parking garages to buildings and buildings to each other within the civic center area and adjacent blocks.

f. Alley Mall

In addition to the above improvements, implementation of the Alley Mall may require creation of second level walkways over existing alleys, construction of a cover to enclose the alleys, provision of new or expanded entranceways to the alleys and other related improvements.

D. LAND USE PLAN AND DEVELOPMENT CONTROLS

1. Land Use Plan

Map No, 3, "Land Use Plan" and Map No. 4, "Right-of-Way Adjustment Plan" show the proposed:

a. Thoroughfares and street rights-of-way.

b. Land use areas.

2. Land Use Provisions and Building Requirements

In order to achieve the objectives of this Urban Renewal Plan, the use of land in the Project Area will be subject to the regulations and controls specified in this section.

3. Permitted Uses

The entire Project Area shall be designated as a Civic/Commercial Use Area and the following uses shall be permitted within the project area.

a. Places of public assembly including, but not limited to exhibition halls, banquet and meeting rooms, theatres, health clubs and related accessory uses and functions.

b. Hotels, restaurants, bars and related accessory uses and functions.

c. Off-street parking facilities, including parking garages.

d. Retail stores, offices and business and personal service establishments and related accessory uses and functions.

e. Parks, plazas, and open spaces including conservatories and botanical gardens.

f. Other suitable public and quasi-public uses.

4. Development Controls

a. Building Height

No building shall exceed 300 feet in height.

b. Setbacks

No setbacks from street or property lines are required.

c. Parking

No off-street parking shall be required on the site of any particular use. However, prior to

final approval of any development plan, the Fort Wayne Redevelopment Commission shall make a determination that sufficient parking to serve proposed uses is or will be available within 500 feet of the site.

d. Loading and Service

Servicing of all buildings shall be off-street. Developers shall demonstrate that sufficient off-street loading will be provided to meet the needs of the specific reuse proposed, but in any event, at least one loading space shall be provided for each 40,000 square feet of gross floor area or major fraction thereof.

Each loading space shall be at least 40 feet long, 12 feet wide and 14 feet high. Off-street loading facilities shall be so designed as to discourage vehicles from backing into and servicing in public streets and across sidewalks, and shall be screened from adjacent streets.

e. Signs

All signs shall be incidental, customary to, and commonly associated with the principal use. Except for a sign providing general information on activities occurring in the Civic Center Renewal Project Area, rooftop, flashing, moving or

intermittently illuminated signs or advertising devices are prohibited, as are signs which may be mistaken for traffic control devices. Signs attached to and parallel to a building shall not extend above or beyond the building facade and shall project no more than 18 inches from the wall to which it is attached. Signs perpendicular to a building facade shall extend no further than three feet from the facade, unless suspended beneath a marquee, covered walkway or arcade.

f. Other Regulations and Controls Applying to the Urban Renewal Area

1. In the event of any question regarding the meaning of the controls or other provisions of this Urban Renewal Plan, the interpretation placed thereon by the Fort Wayne Redevelopment Commission shall be final and binding.

2. No use shall be permitted, which, when conducted under proper and adequate conditions and safeguards, will produce corrosive, toxic or noxious fumes, glare, electromagnetic disturbance, radiation, smoke, cinders, odors, obnoxious dust or waste, undue noise or vibration, or other objectionable feature so as to be detrimental

to the public health, safety or general welfare.

3. The Fort Wayne Redevelopment Commission may establish such interim uses as it deems feasible and desirable in the public interest on property which has been acquired and not yet sold to a developer, provided such interim use does not have an adverse effect upon the surrounding area.

4. Unless paved, all open areas shall be landscaped and maintained in an attractive condition.

5. There shall be no restriction of occupancy or use of any part of the Project Area or any facility constructed in the Project Area on the basis of race, creed, color, sex or national origin.

6. All public improvements made within the Project Area shall be designed so as to facilitate access by the handicapped.

4. Development Plan Review

The Fort Wayne Redevelopment Commission shall review all developers' proposals for compatibility with the project and design objectives. In such review, the

Commission may draw upon such technical assistance as it deems necessary.

The Commission shall inform all proposed developers of specific design requirements and objectives prior to the disposition of any project land.

As soon as possible after the selection of a developer, the Commission shall inform him of required submission material in accord with its established review procedures.

For all proposed project development, the site plan, exterior design of all buildings, architectural treatment, landscaping, signs and other items related to design objectives, shall be subject for the approval of the Fort Wayne Redevelopment Commission.

5. Zoning

The entire project area is presently zoned B3A General Business District A.

No change in this zoning designation is proposed.

6. Duration of Controls

This plan, its regulations and requirements shall be in effect for fifty (50) years from the date of its

adoption by the Fort Wayne Redevelopment Commission, City Council of Fort Wayne, City Plan Commission and other legally designated agencies.

E. OBLIGATIONS TO BE IMPOSED ON REDEVELOPERS

1. The land acquired by the Redevelopment Commission, City of Fort Wayne, will be disposed of subject to an agreement between the Commission and the developer or redeveloper. The developer or redeveloper will be required by the contractual agreement to observe the development controls. The developer or redeveloper will not be permitted to defer the start of construction for a period longer than that required for the preparation of necessary plans, their review, and approval by the Redevelopment Commission, City of Fort Wayne, and other governing agencies.

   In addition, the following provisions will be included in the agreement:

   a. That the developer or redeveloper will submit to the Commission a plan and schedule for the proposed development or redevelopment.

   b. That the purchase of the land is for the purpose of development of redevelopment and not for speculation.

c. That the building or improvements will be completed within a reasonable time.

d. That the developer or redeveloper, their successors or assigns, agree that there will be no discrimination against any person or group of persons on account of race, creed, color, sex, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises therein conveyed or improvements erected or to be erected thereon. The above provision will be perpetual and will run with the land disposed of within the Project Area by the Redevelopment Commission, City of Fort Wayne.

2. Additional controls, restrictions and building requirements may be imposed by the Redevelopment Commission, City of Fort Wayne, in its Notice to Bidders or Instructions to Bidders.

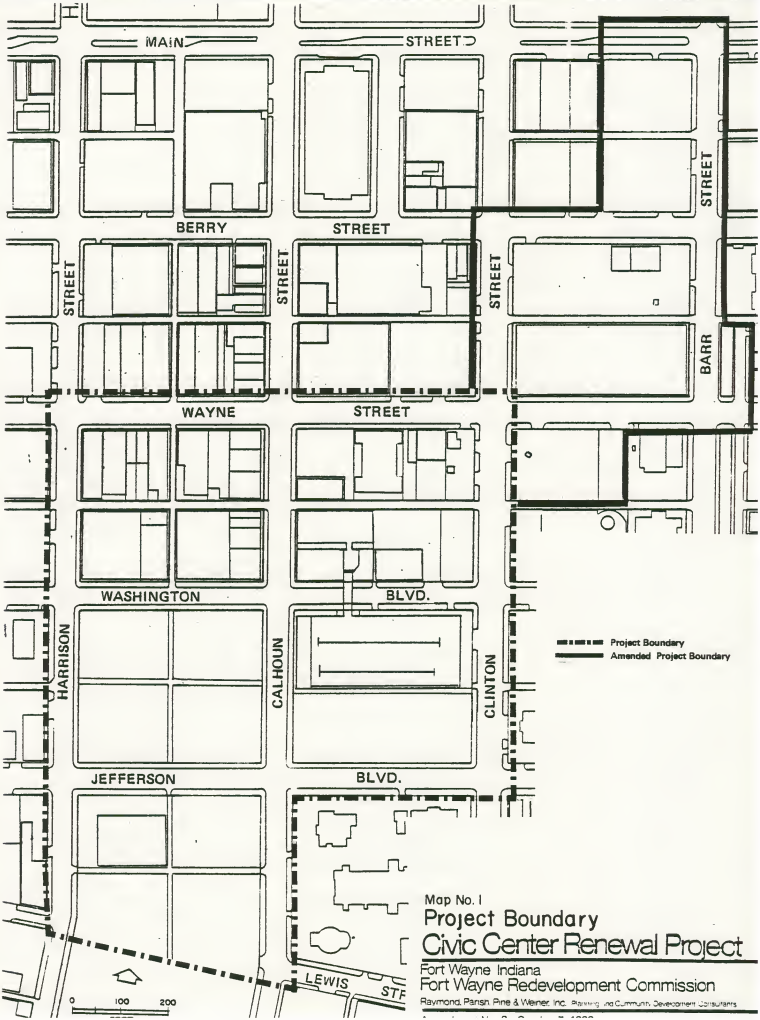
F. OTHER PROVISIONS NECESSARY TO MEET STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform with State and Local Law have been complied with by this Plan and supporting documents as follows:

1. A resolution declaring the amended Civic Center Renewal Project Area as a blighted, deteriorated, or deteriorating area has been adopted by the Fort Wayne Redevelopment Commission.
2. The Urban Renewal Plan indicates the extent and location of land acquisition, demolition, public improvements, rehabilitation and proposed redevelopment.
3. No zoning changes are required by the Plan.
4. The Plan sets forth the permitted land uses, densities, building requirements and other development controls.
5. The Plan conforms to the General Plan for the City as a whole and to definite local objectives. Specifically, a Development Plan for downtown was prepared by the Redevelopment Commission in the Fall of 1976. This plan indicated a development strategy for downtown, as well as specific land use and development proposals, transportation and parking proposals and a design framework. The "First Stage Development Plan" which includes the Civic Center Urban Renewal Area, was adopted by the Redevelopment Commission on November 8, 1976, reviewed by the City Plan Commission in November, 1976 and endorsed by the City Council on December 14, 1976.

G. PROCEDURE FOR CHANGES IN THE APPROVED URBAN RENEWAL PLAN

The Urban Renewal Plan may be modified or varied at any time by a resolution of the City of Fort Wayne Redevelopment Commission; provided, however, that any change directly and substantially affecting any property or contractual right vested in and by the effectuation of the Urban Renewal Plan may be made only after the Commission has received the consent to the change, in writing, from the owner of such vested right. It is further provided that if such written consent cannot be obtained or if the Redevelopment Commission deems the proposed change in the Urban Renewal Plan to be substantial, then the Commission shall approve such change only in accordance with the same procedure by which the Plan was originally adopted.



Map No. 1

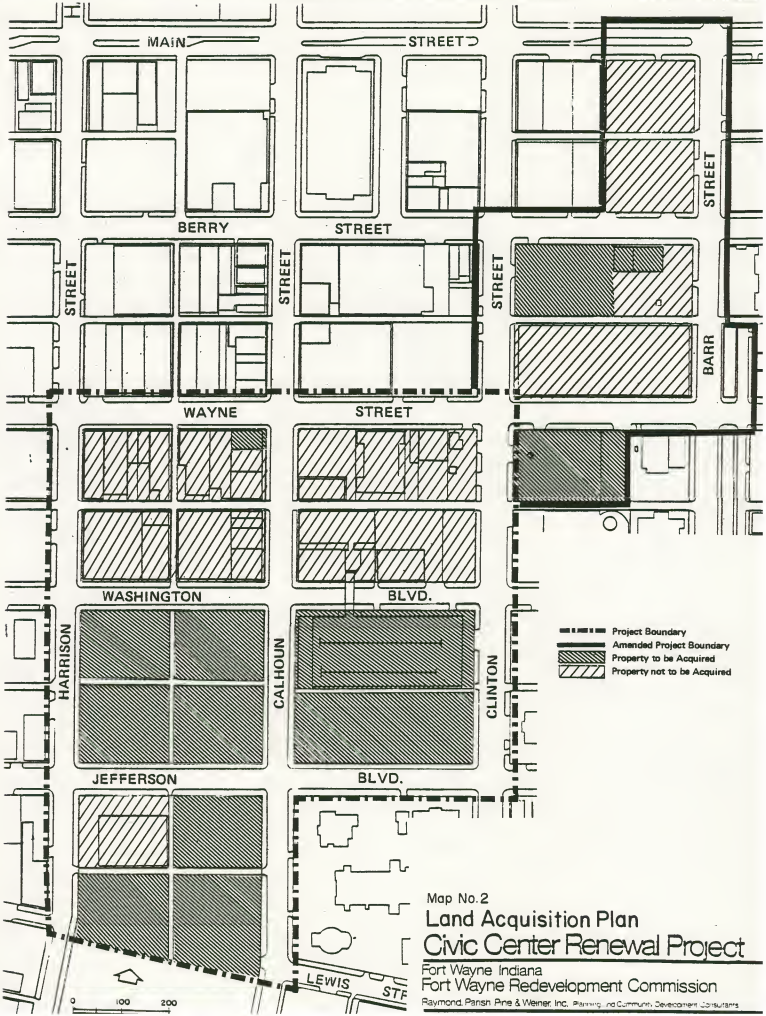
Project Boundary

Civic Center Renewal Project

Fort Wayne Indiana

Fort Wayne Redevelopment Commission

Raymond, Parish, Pine & Weiner, Inc. Planning and Community Development Consultants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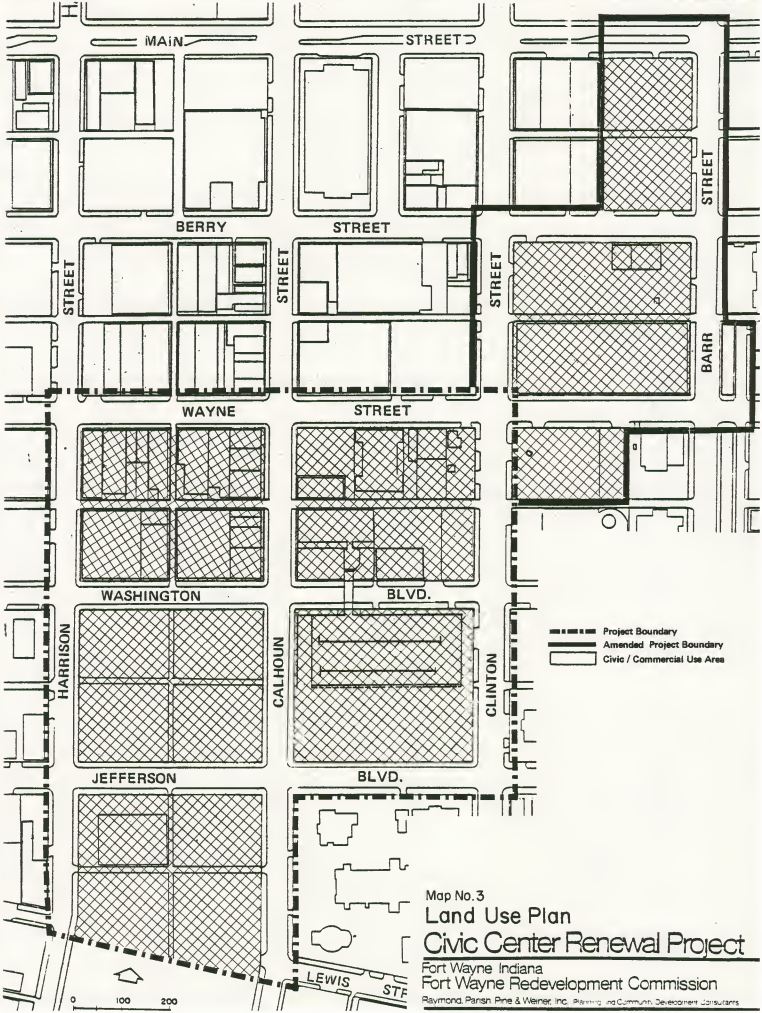
BERRY STREET
STREET
STREET
STREET
STREET
BARR
WAYNE STREET
WASHINGTON BLVD.
HARRISON
CALHOUN
CLINTON
JEFFERSON BLVD.
LEWIS STR
0 100 200
Project Boundary
Amended Project Boundary
Property to be Acquired
Property not to be Acquired
Map No. 2
Land Acquisition Plan
Civic Center Renewal Project
Fort Wayne Indiana
Fort Wayne Redevelopment Commission
Raymond, Parish, Pine & Weiner, Inc. Planning and Community Development Consultants



Map No. 3

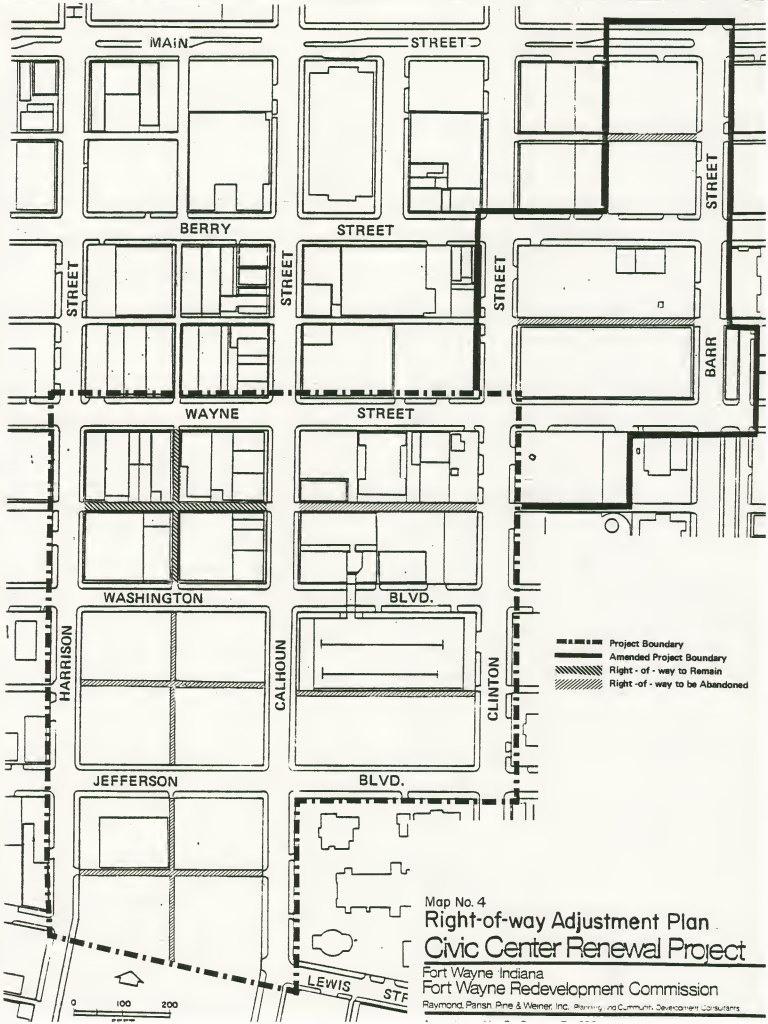
Land Use Plan

Civic Center Renewal Project

Fort Wayne Indiana

Fort Wayne Redevelopment Commission

Raymond, Parish, Pine & Weiner, Inc. Planning and Community Development Consultants



Map No. 4

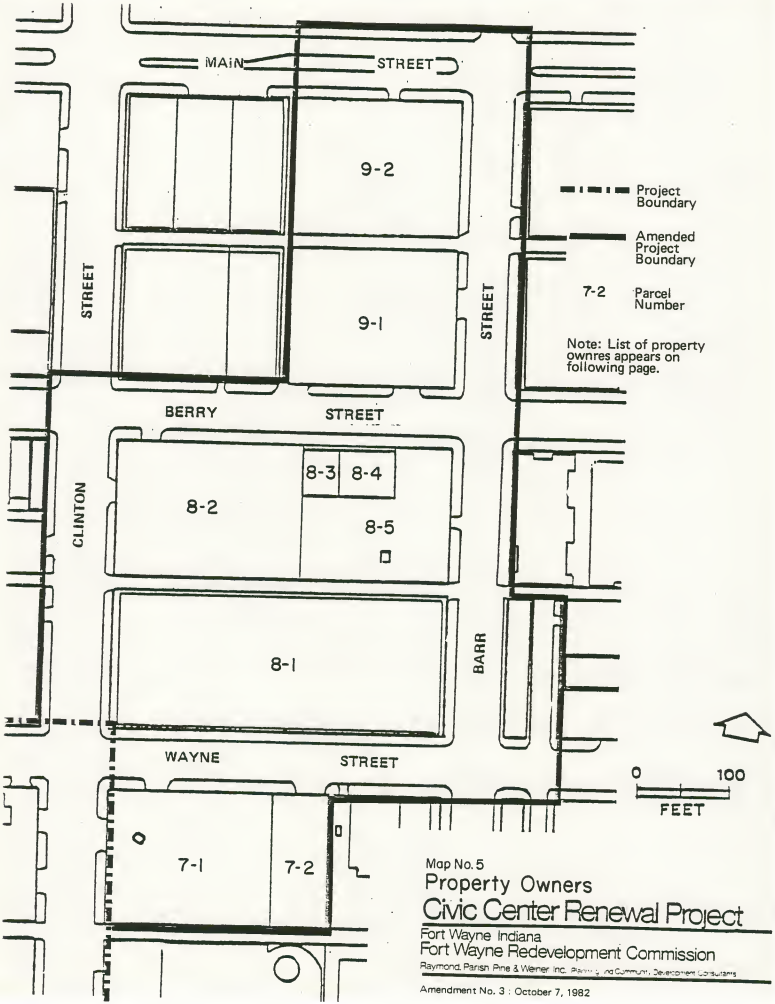
Right-of-way Adjustment Plan

Civic Center Renewal Project

Fort Wayne Indiana

Fort Wayne Redevelopment Commission

Raymond, Parish, Pine & Weiner, Inc. Planning and Community Development Consultants



Map No. 5

Property Owners

Civic Center Renewal Project

Fort Wayne Indiana

Fort Wayne Redevelopment Commission

Raymond, Parish, Pine & Weiner, Inc. Planning and Community Development Consultants

Amendment No. 3 : October 7, 1982

Parcel	Address	Owner	Use	Assessed Valuation Land	Assessed Valuation Improvements	Area (Sq.Ft.) Building	Area (Sq.Ft.) Parcel
7-1	202 E.Wayne St.	Lincoln Nat. Bank and Trust	Parking Lot	70,000	2,100	-	25,875
7-2	224 E.Wayne St.	Lester E.& Bernard Frankenstein & Hanna F. Zacher	Parking Lot	24,000	800	-	9,375
8-1	817-827 Clinton	Downtown Realty Co., Inc.	Vacant Bldg.	142,000	667,200	240,000	53,250
8-2	202 E.Berry St.	Lincoln Nat. Bank and Trust	Parking Lot	77,600	2,100	-	25,875
8-3	224 E.Berry St.	R.O & Dorothy Adams	Retail	5,000	8,000	2,880	4,760
8-4	228-230 E. Berry St.	David M. Roth & Ralph Wehrly	Office	11,400	14,200	5,480	3,815
8-5	802-16 Barr St.	Ayres Department Stores, Inc.	Parking Lot	26,900	1,500	-	18,800
9-1	222-236 E.Main 710-16 Barr St.	Anthony Wayne Bank	Vacant Land	22,600	-	-	27,000
9-2	223-225 E.Berry	Anthony Wayne Bank	Vacant Land	36,000	-	-	27,000